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GENERAL ASSEMBLY
Fifty-first session
Agenda item 58
QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-second year

Letter dated 13 August 1997 from the Permanent Representative of Cyprus to the United Nations addressed to the Secretary-General

Upon instructions from my Government I have the honour to bring to your attention new grave and illegal actions in the Turkish occupied area of the Republic of Cyprus of the desecration of sacred places of worship which are aimed at the destruction and eradication of the religious and cultural heritage of Cyprus.

According to news reports contained in the Turkish Cypriot newspaper Ortam of 5 August 1997, the historic fourteenth century church of the Virgin Mary, of Byzantine and Renaissance structure, located near the villages of Prastio and Acheritou-Agios Georgios, has been vandalized and is being used as a sheep pen. Moreover, according to information received by the Government of the Republic of Cyprus, the Church of Apostle Andreas located in the district of Kyrenia has been converted to a mosque and the Church of the Virgin Mary located in Pano Zodia has been completely destroyed. The Byzantine Church of Saint Sergios and the sixteenth century Church of Saint Paraskevi, located in the village of Agios Sergios, near the ancient area of Salamis, and the surrounding cemetery, have been desecrated and vandalized.

I would point out that the Turkish occupied area of Cyprus contains a large part of the island's archaeological and historic sites, as well as religious monuments, which are subject to severe and extensive destruction, of which Turkey, as the occupying Power, is fully responsible and accountable. Over 100 churches and monasteries in the occupied areas have been plundered and looted of their sacred objects, icons, wall paintings, frescoes and mosaics or converted into mosques recreation areas, animal pens or stables.

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On behalf of the Government of the Republic of Cyprus I wish to protest strongly these recent acts of destruction and desecration of religious places of worship in the occupied area which are part of Turkey's systematic attempt to destroy and eradicate the cultural heritage of Cyprus in violation of international law and relevant United Nations resolutions and to request you to investigate the above and to take the necessary steps to stop and reverse these Turkish actions.

I should be grateful if you would have the present letter circulated as a document of the fifty-first session of the General Assembly, under agenda item 58, and of the Security Council

(Signed) Nicos AGATHOCLEOUS
Ambassador
Permanent Representative

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Fifty-first session
Agenda item 58
QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-second year

Letter dated 15 August 1997 from the Permanent Representative of Turkey to the United Nations addressed to the Secretary-General

I have the honour to transmit herewith a letter dated 15 August 1997, addressed to you by His Excellency Mr. Aytuğ Plümer, Representative of the Turkish Republic of Northern Cyprus (see annex).

I should be grateful if the text of the present letter and its annex would be circulated as a document of the fifty-first session of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Hüseyin E. ÇELEM
Ambassador
Permanent Representative

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ANNEX

Letter dated 15 August 1997 from Mr. Aytuğ Plümer addressed to the Secretary-General

Upon instructions from my Government, I have the honour to refer to the letter dated 7 August 1997, addressed to you by the Greek Cypriot representative at the United Nations in connection with the agreement signed between Turkey and the Turkish Republic of Northern Cyprus on the establishment of an Association Council (A/51/961-S/1997/624).

In the first instance, I wish to underline that Turkey and the Turkish Republic of Northern Cyprus are two sovereign States which formally recognize each other and, as such, any attempted interference by the Greek Cypriot administration with this reciprocal relationship is unwarranted and beyond its legal or moral authority.

The Greek Cypriot representative at the United Nations, in an obvious attempt to cover up the Greek Cypriot side's exclusive responsibility for the continuing conflict on the island since 1963, has once again described Northern Cyprus as "Turkish-occupied areas". In fact, the only occupation in Cyprus is the 34-year-old usurpation and continued occupation of the seat of Government of the 1960 partnership Republic of Cyprus by the Greek Cypriot side. By using its illegal status as the so-called "Government of the Republic of Cyprus", the Greek Cypriot side is engaged in a wide range of activities which are harmful to the basic rights and interests of the Turkish Cypriot side, including the perpetuation of the inhuman embargoes and restrictions which seek to isolate the Turkish Republic of Northern Cyprus from the international community.

Moreover, with its illegal and unilateral bid for European Union membership in the name of "Cyprus", the Greek Cypriot side, which complains about the present division of the island, is actually acting to consolidate it. The Greek Cypriot side obviously lacks the political will for a bi-zonal settlement in Cyprus, based on the sovereign equality of the two sides, and has concentrated all its efforts towards achieving integration with Greece through European Union membership as a second Greek State in contravention of the 1960 Treaties on Cyprus, which preclude the membership of Cyprus in any international organization and pacts of alliance in which Greece and Turkey are not both members.

It will be recalled that the Presidents of Turkey and the Turkish Republic of Northern Cyprus, in a joint declaration dated 20 January 1997, announced that each and every unilateral step by the Greek Cypriots towards European Union membership, prior to a settlement and in the absence of Turkey's own membership in the Union, would inevitably accelerate the integration process through closer ties between Turkey and the Turkish Republic of Northern Cyprus, and that every measure would be taken to reverse the continued isolation of the Turkish Republic of Northern Cyprus from the international community.

In spite of the above, and contrary to the rule of law and to the guiding principles set out by the United Nations in the search for a negotiated

settlement in Cyprus, the Greek Cypriot side is unjustly treated as the sole interlocutor for "Cyprus". This one-sided approach has been repeated in the recent "Agenda 2000" report of the European Commission, which envisages the opening of accession negotiations between the European Union and South Cyprus in the absence of a political solution and in total disregard of the current realities and the 1960 Treaties on Cyprus. This would certainly deal a fatal blow to the process of negotiations between the two sides, already seriously marred by an increasingly intransigent attitude displayed by the Greek Cypriot side at the talks. The decision of the European Union to open membership talks with the Greek Cypriot side, under the circumstances, can only heighten Greek Cypriot aspirations to derogate the Turkish Cypriot people from its status as co-founder to that of a "minority" within a Greek Cypriot State, to water down the 1960 guarantee system and bi-zonality and no doubt eventually to destroy the essential parameters of a settlement in Cyprus.

In the face of those developments, on 20 July 1997, Turkey and the Turkish Republic of Northern Cyprus announced a number of measures which would be implemented towards economic and financial integration to alleviate the effects of the illegal embargoes on the Turkish Cypriots and to forge closer ties in defence and foreign policy with a view to protecting the legitimate interests of the Turkish Republic of Northern Cyprus.

The two countries singed an agreement on 6 August, upon the working visit to the island by the Foreign Minister of Turkey, Mr. Ismail Cem, to establish an Association Council, as foreseen in the joint statement of 20 July, which would be entrusted with the task of determining measures for partial economic and financial integration and closer association in security and foreign affairs.

Clearly, no one should expect the Turkish Cypriot side to sit idly by, without taking any action, as the unjust, irresponsible and dangerous consequences of the illegal and coercive "process" initiated by the Greek Cypriot side unfold. The agreement signed on 6 August is nothing beyond a legitimate self-defence mechanism established in the face of incessant Greek Cypriot attempts to impose its will on the Turkish Cypriot side.

It is ironic that the Greek Cypriot administration, which criticizes the Turkish Cypriot side for taking measures to defend its rights and interests through establishing closer ties with Turkey, is on the one hand leaving the Turkish Cypriot side with no alternative in the face of the policies it is pursuing and, on the other, is itself actively working towards full integration with Greece. It is noteworthy in this context that military integration between the Greek Cypriot administration and Greece, which has been speedily implemented since the inception of the so-called "joint defence doctrine" in 1993, is virtually complete. After an unprecedented build-up of arms and armed forces over the last decade, including the hiring of professional soldiers from Greece and the acquisition of tanks and missiles from various sources, the Greek Cypriot adminstration is preparing to inaugurate the newly constructed Paphos military airbase, which is to be put to the service of the Greek air force. The Greek Defence Minister, Mr. Akis Cohachopoulos, is expected to be present at the inauguration ceremony to be held in October, and a number of Greek F-16 fighters are scheduled to arrive and land at the Paphos airbase at that time (Greek Cypriot press of 11 August 1997). In addition, the construction of a naval base

in Zyghi, South Cyprus, for use by the Greek navy is also proceeding. Furthermore, it is reported that the sophisticated S-300 missile system purchased by the Greek Cypriot administration will become operational in the spring of 1998, and that the Greek Cypriot military personnel to operate the system will be trained by the supplier country before its deployment in South Cyprus (Greek Cypriot daily To Vima dated 10 August 1997).

The Greek Cypriot side should refrain from pursuing policies which further complicate the search for a solution and engage in a meaningful dialogue with the Turkish Cypriot side rather than merely attending the talks for tactical reasons, namely, to buy time until European Union accession talks are scheduled to begin and to provide a smokescreen for its reckless policy of military escalation. If the Greek Cypriot side is for a negotiated settlement in Cyprus, it must come to terms with the existing realities and adhere to the basic parameters of a settlement that takes into account the political and sovereign equality of the two sides and also safeguards the balance between Turkey and Greece emanating from the 1960 Treaties.

I should be grateful if the present letter could be circulated as a document of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Aytuğ PLÜMER
Representative
Turkish Republic of Northern Cyprus

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Fifty-first session
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QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-second year

Letter dated 21 August 1997 from the Permanent Representative of Greece to the United Nations addressed to the Secretary-General

Upon instructions from my Government, I have the honour to draw to your attention the most recent acts of vandalism and desecration of several historic monuments and places of worship in the Turkish occupied area of the Republic of Cyprus, namely, the Churches of the Virgin Mary near Prastio, of Apostle Andreas in the vicinity of Kyrenia, of the Virgin Mary in Pano Zodia, of St. Sergios and St. Paraskevi in the village of Agios Sergios, near ancient Salamis.

These are the latest in a long series of grave and recurrent cases of systematic pillaging and obliteration of the island's archaeological, historic and religious monuments for which Turkey, as the occupying Power, must be held fully and exclusively accountable.

On behalf of the Government of Greece I wish to protest against these recent inadmissible acts, which form part of Turkey's scheme to extirpate and annihilate the cultural and religious heritage of Cyprus in violation of international law and the relevant United Nations resolutions.

I would be grateful if you would have the present letter circulated as a document of the fifty-first session of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Christos G. ZACHARAKIS
Ambassador
Permanent Representative

97-22353 (E) 220897

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A/51/965

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Administrative and budgetary aspects of the financing of the United Nations peacekeeping operations: financing of the United Nations peacekeeping operations

Support account for peacekeeping operations: Lessons Learned Unit

Report of the Secretary-General

Summary

The present report is submitted pursuant to General Assembly resolution 51/239 of 17 June 1997, in paragraph 18 of which the Assembly, *inter alia*, requested the Secretary-General to submit, no later than 31 August 1997, proposals on resources and structure to strengthen the lessons learned capacity and to ensure the sharing and application of experience gained in peacekeeping operations.

For the reasons stated in the present report, the Secretary-General resubmits his proposals contained in document A/51/890 (annex I, para. 30) that three new posts (one P-4, one P-2/1 and one General Service level) be created for the Lessons Learned Unit to be funded from the support account for peacekeeping operations for the period from 1 January to 30 June 1998.

It is anticipated that the related costs of the three posts can be met within the resources approved by the General Assembly for the support account for the period from 1 July 1997 to 30 June 1998. Accordingly, no additional appropriation is being requested.

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I. Introduction

1. This report is submitted in accordance with paragraph 18 of General Assembly resolution 51/239 of 17 June 1997, in which the Assembly took note of the usefulness of the lessons learned capacity, and requested the Secretary-General to submit, no later than 31 August 1997, for consideration during the third part of its resumed fifty-first session, proposals on resources and structure to strengthen the functions and to ensure the sharing and application of experience gained in peacekeeping operations.

II. Background

2. The Lessons Learned Unit was established in April 1995, in response to recommendations 1 to 4 of the Secretary-General in his progress report to the Committee for Programme and Coordination on the start-up phase of the in-depth evaluation of peacekeeping operations[1] and with recommendation 1 of the Office of Internal Oversight Services in its final report to that Committee on the same subject,[2] to provide the Department of Peacekeeping Operations with a greater capacity for in-depth study and analysis of peacekeeping operations and to develop institutional memory on peacekeeping.

3. It is pertinent to note that the Special Committee on Peacekeeping Operations, at its 1997 session, took note of the useful work being done by the Lessons Learned Unit and recommended that the Secretary-General seek stable, predictable financing for the Unit (see A/52/209, para. 63).

III. Objectives

4. The objectives of the Unit are:

   (a) To extract lessons from ongoing and past peacekeeping operations and recommend their application to improve the planning, management, conduct and support of ongoing and future operations;

   (b) To develop institutional memory on peacekeeping.

IV. Functions and methodology

5. In order to achieve its objectives, the Unit carries out the following activities:

   (a) *Mission-specific analysis:* examination of all aspects of an operation, including how lessons from past peacekeeping operations were applied, what mid-mission lessons were learned during the operation and what adjustments were made, if any, so as to extract new lessons and recommend how they may be applied to ongoing and future operations;

   (b) *Function-oriented analysis:* undertaking thematic studies to examine important aspects common to most peacekeeping operations;

   (c) *Monitoring the implementation of lessons learned:* while implementation remains the responsibility of the concerned department, agency or unit, the Unit monitors the implementation of recommendations through the publication of an annual status report;

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[1] E/AC.51/1994/3 and Corr.1, paras. 8-14.

[2] E/AC.51/1995/2 and Corr.1, annex, paras. 16-18.

(d) *Developing institutional memory on peacekeeping:* the establishment and maintenance of a resource centre where relevant data on peacekeeping is stored, both electronically and in hard copy;

(e) *Special projects or studies:* conducting specific studies and other research assignments at the request of the missions or the Department.

6. The Unit has developed a comprehensive methodology for its studies which is progressively refined in the light of experience gained. The study process is comprehensive and done in close cooperation with all participants in a peacekeeping operation, namely, the mission, troop-contributing countries, the United Nations Secretariat, regional and intergovernmental organizations, specialized agencies and non-governmental organizations. The 12-step methodology relating to the study of a peacekeeping mission is as follows:

Step 1. Study available documents and reports on the operation.

Step 2. Interview Department of Peacekeeping Operations desk officers.

Step 3. Interview relevant officials from other departments and specialized agencies.

Step 4. Request assessments from troop-contributing countries.

Step 5. Interview political and military officials of relevant Permanent Missions.

Step 6. Debrief senior mission officials.

Step 7. Circulate a questionnaire to mission officials for feedback (an integrated questionnaire is being developed).

Step 8. Undertake field visits.

Step 9. Consult external experts on the operation.

Step 10. Hold internal consultations within the United Nations system.

Step 11. Hold a comprehensive workshop or seminar with troop-contributing countries, United Nations and peacekeeping mission officials, specialized agencies, non-governmental organizations and experts.

Step 12. Publish lessons learned report.

V. Past activities and reports

7. The Unit has undertaken the following activities:

(a) Comprehensive studies of the United Nations Operation in Somalia (UNOSOM) and the United Nations Assistance Mission in Rwanda (UNAMIR);

(b) Mid-mission assessments of the United Nations Mission in Haiti (UNMIH) and the United Nations Angola Verification Mission (UNAVEM III);

(c) Seminar on public information in field operations, in cooperation with the Department of Public Information (March 1997);

(d) Studies or research on specific subjects as requested by the Department or missions from time to time;

(e) Establishing the Resource Centre to maintain institutional knowledge and records on peacekeeping.

8. The Unit has issued the following reports and documents:

(a) Comprehensive reports and UNOSOM (December 1995) and UNAMIR (December 1996) (in English and French);

(b) Multi-disciplinary peacekeeping: lessons from recent experience (in English and French) (December 1996);

(c) Mid-mission assessment of UNMIH (for internal distribution) (March 1996);

(d) Status report on implementation of lessons learned (for internal distribution) (December 1996).

VI. Programme of work for 1997/1998

9. During the 12-month period from 1 July 1997 to 30 June 1998, the Lessons Learned Unit will undertake studies on UNAVEM I, II and III; on the United Nations Protection Force (UNPROFOR) and the United Nations Peace Forces (UNPF); and on UNMIH and the United Nations Support Mission in Haiti (UNSMIH). The Special Committee on Peacekeeping Operations has encouraged the Unit to continue to benefit from the experience of troop-contributing countries, and to use in its work conclusions resulting from their national experience acquired in peacekeeping operations in the field (see A/52/209, para. 63). In accordance with that recommendation, the Unit, while undertaking these studies, will analyse assessments and recommendations received from troop-contributing countries and interview political and military officials of Permanent Missions of those countries — 48 countries for UNAVEM (96 officials to be interviewed), 40 for UNPROFOR/UNPF (80 officials to be interviewed) and 34 for UNMIH/UNSMIH (68 officials to be interviewed), making a total of 244 officials to be interviewed (not including officials of regional organizations, the United Nations Secretariat, specialized agencies and non-governmental organizations). In connection with those studies, one or two seminars will be held within the United Nations system and seminars involving troop-contributing countries may also be held.

10. The Special Committee on Peacekeeping Operations has requested the Secretary-General to keep it informed of United Nations experience in mine clearance in peacekeeping operations, taking into account inputs from those involved in such activities (see A/52/209, para. 65). The Unit, therefore, will undertake a study on mine clearance during the current 12-month period.

11. The Special Committee also encouraged the strengthening of cooperation between the United Nations and regional arrangements and agencies to enhance the capabilities of the international community in the maintenance of international peace and security, and noted the successful experience of cooperation between the United Nations and a number of regional and subregional arrangements and agencies (ibid., para. 87). The Committee encouraged the Secretary-General to continue to discuss cooperation in the field of peacekeeping between the United Nations and regional organizations (ibid., para. 90). A study on lessons learned from cooperation between the United Nations and regional organizations in peacekeeping operations will be undertaken during this period.

12. In view of the developments in Angola, Cambodia, Somalia and the former Yugoslavia, the Unit also proposes to undertake a study on successor arrangements to peacekeeping operations which would consolidate peace.

13. The Unit is responsible for the development of institutional memory on peacekeeping to assist in the planning, conduct, management and support of ongoing and future operations. To fulfil this function, the Unit has established a Resource Centre where relevant data on peacekeeping is being systematically stored, both electronically and in hard copy. The Resource Centre collects and stores reports and documents from past and present peacekeeping operations (see para. 19 (d) below), together with assessments, recommendations and experiences of troop-contributing countries and studies or publications on peacekeeping done by national and research institutions. During the period up to 30 June 1998, the Resource Centre will continue to be strengthened by additional acquisitions and progressive automation of the database.

14. The Office of Internal Oversight Services, in paragraphs 9 to 14 of its second annual report (A/51/432, annex), and the Secretary-General and the Office in their reports on the in-depth evaluation of

peacekeeping operations,[3] emphasized the importance of establishing a documentation centre to assist field offices by providing reference material on past experiences, standard operating procedures, policies and guidelines. Accordingly, an on-line computer link will be established with peacekeeping missions to enable them to access information. During this period, the Unit also expects to respond to requests from peacekeeping operations concerning lessons learned from past experiences in specific situations. It will continue to provide inputs in the planning of new operations and monitor, in collaboration with relevant Secretariat units, the implementation of the recommendations made in its studies. The Unit produces an annual report on the status of implementation of lessons learned from peacekeeping operations. The first report was issued in December 1996; a second report is planned for December 1997.

VII. Resource requirements

A. Post requirements

	Regular budget		*Temporary posts*							
			Support account		*Other*		*Gratis personnel*		*Total*	
	1996-1997	*1998-1999*[a]	*1996/1997*	*1997/1998*[b]	*1996/1997*	*1997/1998*[b]	*1996/1997*	*1997/1998*[b]	*1996/1997*	*1997/1998*[b]
Professional category and above										
Under-Secretary-General	—	—	—	—	—	—	—	—	—	—
Assistant Secretary-General	—	—	—	—	—	—	—	—	—	—
D-2	—	—	—	—	—	—	—	—	—	—
D-1	1	1	—	—	—	—	—	—	1	1
P-5	—	—	—	—	—	—	1	—	1	—
P-4	—	—	—	1	2	—	—	—	2	1
P-3	—	—	—	—	—	—	—	—	—	—
P-2/P-1	—	—	—	1	1	—	—	—	1	1
Subtotal	**1**	**1**	**—**	**2**	**3**	**—**	**1**	**—**	**5**	**3**
General Service category										
Principal level	—	—	—	—	—	—	—	—	—	—
Other level	1	1	—	1	1	—	—	—	2	2
Subtotal	**1**	**1**	**—**	**1**	**1**	**—**	**—**	**—**	**2**	**2**
Grand total	**2**	**2**	**—**	**3**	**4**	**—**	**1**[c]	**—**	**7**	**5**

[a] As contained in the proposed programme budget for the biennium 1998-1999 (A/52/6 (Sect. 3)).
[b] 1 January to 30 June 1998.
[c] One gratis military officer completed his assignment with the Lessons Learned Unit in February 1997.

15. On its inception in April 1995, the Lessons Learned Unit was provided with two posts (one D-1 post for the Chief of Unit and one General Service post for a research assistant), which continue to be funded under the regular budget. In December 1995, a trust fund to support the lessons learned mechanism was established, which provided additional post and non-post resources for the Unit. Currently, the trust fund

[3] E/AC.51/1994/3 and Corr.1, para. 10; E/AC.51/1995/2 and Corr.1, paras. 16-18; E/AC.51/1996/3 and Corr.1, paras. 9 and 10.

provides for the funding of four posts (two P-4, one P-2/1 and one General Service level). Under the current arrangement with fund donors, it is expected that funding for the four posts will cease on 31 December 1997.

Requirements for the period from 1 January to 30 June 1998

16. In his recent report on the support account for peacekeeping operations (A/51/890), the Secretary-General proposed the creation of three new temporary posts for the Lessons Learned Unit: one at the P-4 level, one at the P-2/1 level and one General Service level. However, the Advisory Committee on Administrative and Budgetary Questions, asserting that all organizational units involved in the backstopping of peacekeeping operations should have a lessons learning function as their permanent responsibility, did not recommend the establishment of the three new posts (see A/51/906 and Corr.1, para. 21). The General Assembly, in its resolution 51/239, requested the Secretary-General to submit proposals on resources and structure to strengthen the functions and to ensure the sharing and application of experience gained in peacekeeping operations.

17. Following a comprehensive review of the structure of the Lessons Learned Unit, and a reassessment of its resource needs, the Secretary-General remains convinced that the functions of the Unit cannot be met from the remaining two dedicated posts for the lessons learned function financed from the regular budget (one D-1, one General Service level) following the anticipated cessation on 31 December 1997 of voluntary funding for other extrabudgetary posts currently available to the Unit. Nor can the function be performed on an ad hoc basis by existing staff of other units in the Department of Peacekeeping Operations.

18. The Secretary-General believes that his staffing proposals for the lessons learned function will enable the Unit to carry out its programme of work for 1997/1998 within the context of the proposed organization structure of the Unit set out below.

Organizational structure

19. The proposed structure of the Unit covers three distinct functional areas: (a) research and analysis and monitoring progress of implementation of lessons learned; (b) coordination and sharing of experiences with Member States, and organizations and bodies concerned; and (c) maintaining and strengthening institutional memory on peacekeeping. The Unit is organized as follows:

(a) *Office of the Chief of the Unit.* The Chief of the Unit is responsible for planning, organizing and directing all the activities of the Unit. The Office will comprise the Chief of the Unit and an administrative assistant (at the General Service level), whose functions will be to provide administrative support for all activities of the Unit.

(b) *Coordination and sharing of experiences and monitoring the implementation of lessons learned.* The Coordination Officer, under the direction of the Chief of the Unit, will be responsible for all coordination and liaison functions of the Unit, including coordination with Member States, regional organizations, the United Nations Secretariat, specialized agencies, peacekeeping missions, research institutions and non-governmental organizations to share experience in peacekeeping. He/she will also be responsible for the collection of experiences from various peacekeeping operations, troop-contributing countries, the United Nations Secretariat, specialized agencies, regional organizations and non-governmental organizations and disseminating reports and publications of the Unit to all concerned. This function will also include planning and organizing lessons learned seminars or workshops, consultations with external experts, visits of lessons learned teams to the field and monitoring the progress of implementation of lessons learned.

(c) *Research and analysis*. The research analyst will assist the Chief of the Unit in undertaking all research and analysis functions of the Unit. He/she will assist in planning and organizing all studies of the Unit including publication of its reports and documents.

(d) *Maintenance of the Resource Centre*. The Resource Centre will essentially constitute the "institutional memory" of the United Nations Secretariat on peacekeeping and will be maintained by a research assistant (General Service level). Functioning under the Chief of the Unit, the research assistant will be responsible for systematically storing relevant data on peacekeeping, both electronically and in hard copy. The Resource Centre will collect and store reports and documents from past and present peacekeeping operations, such as end-of-mission reports and assessments of Special Representatives of the Secretary-General, Force Commanders and other senior mission officials, technical survey or reconnaissance mission reports, rules of engagement, status-of-mission agreements, status-of-forces agreements, mission standard operating procedures and other policy documents. Studies and publications on peacekeeping done by national and research institutions will also be collected and stored in the Resource Centre. An on-line computer link will be established with peacekeeping missions to enable them to access information.

20. In the light of the foregoing, the Secretary-General resubmits his request for the establishment of three new posts in the Lessons Learned Unit (one P-4, one P-2/1 and one General Service level) to be funded from the support account as originally proposed (see A/51/890). The three new posts would be created initially for the period from 1 January to 30 June 1998.

New posts

21. One P-4 post is required for a Coordination Officer who would be responsible for all coordination and liaison functions of the Unit, including the collection and analysis of experiences from various peacekeeping operations, troop-contributing countries, the United Nations secretariat, specialized agencies and non-governmental organizations. The incumbent would also be responsible for the collection and analysis of studies on peacekeeping operations prepared by national, research and academic institutions, as well as the planning and organization of lessons learned seminars or workshops, consultations with external experts and visits of lessons learned teams to the field. The incumbent would assist in the preparation of lessons learned reports and other documents of the Unit and also be responsible for drafting recommendations for implementation by various Secretariat departments and units and for the consideration of the Special Committee on Peacekeeping Operations and for monitoring the implementation of lessons learned. In addition, he/she would serve as rapporteur during internal consultations and seminars or workshops, and would lead the team for the study of UNMIH/UNSMIH.

22. A P-2/1 post is requested for a junior research analyst (political and civil affairs). Under the direction of the Chief of the Unit, the incumbent would undertake research and analysis of peacekeeping operations, covering their political and civil affairs aspects in depth, and would draft reports of seminars, workshops and expert meetings. The incumbent would serve as rapporteur during internal consultations and seminars or workshops and assist in the preparation of concept papers, lessons learned reports and other documents of the Unit. In addition, he/she would assist the team in the study on cooperation between the United Nations and regional organizations in peacekeeping operations.

23. A General Service post is requested for an administrative assistant, required to provide support for all the activities of the Unit, which include seminars, expert meetings, field visits and publication of documents. The administrative assistant would prepare and distribute documentation for internal meetings, consultations and workshops and assist the Coordination Officer in all administrative and coordination functions. The administrative assistant would also assist in organizing, managing and maintaining files, books, audio and video tapes and other related acquisitions of the Resource Centre.

B. Non-post resources

24. Non-post resources in support of the Lessons Learned Unit are provided under the support account for peacekeeping operations as well as from extrabudgetary sources. Provision was made in the support account for the period from 1 July 1997 to 30 June 1998 for the travel of staff in the Unit ($38,400) as well as funds for books and materials for the Resource Centre ($2,500). Additional non-post resources are provided from contributions to the trust fund to support the lessons learned mechanism. As at 15 August 1997, voluntary funds in the amount of $313,000 were allocated to the Unit to provide for general temporary assistance ($26,600), travel of staff ($60,400), conference services ($13,300), supplies, furniture and equipment ($48,800), external printing ($10,600), consultants and experts ($56,000) and programme support costs ($97,300). No additional requirements for non-post resources are requested for the Unit in the context of the present report.

VIII. Conclusion

25. The cost of one P-4, one P-2/1 and one General Service post for the period from 1 January to 30 June 1998 is estimated at $132,250. Should the General Assembly approve his request, it is the Secretary-General's expectation that these costs could be met from within the resources approved by the Assembly for the Department of Peacekeeping Operations, within the support account for peacekeeping operations, for the period from 1 July 1997 to 30 June 1998.

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SECURITY COUNCIL
Fifty-second year

Letter dated 25 August 1997 from the Permanent Representative of Turkey to the United Nations addressed to the Secretary-General

I have the honour to transmit herewith a letter dated 25 August 1997, addressed to you by His Excellency Mr. Aytuğ Plümer, representative of the Turkish Republic of Northern Cyprus.

I should be grateful if the text of the present letter could be circulated as a document of the fifty-first session of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Huseyin E. ÇELEM
Ambassador
Permanent Representative

97-22508 (E) 260897

/...

ANNEX

Letter dated 25 August 1997 from Mr. Aytuğ Plümer to the Secretary-General

I have the honour to refer to the letter dated 13 August 1997 addressed to you by the Greek Cypriot representative to the United Nations (A/51/962-S/1997/645).

At the outset, I wish to underline that the repeated references by the Greek Cypriot representative to the "Turkish occupied area of Cyprus" in his letter in question rely on propaganda and misinformation which paints a severely distorted picture. The Turkish Republic of Northern Cyprus is not a territory under occupation, but it is the homeland of the Turkish Cypriot people.

Cyprus was indeed under occupation prior to 1974, but this was the Greek invasion of Cyprus as unequivocally declared by the late Archbishop Makarios in his speech before the Security Council in July 1974 in the immediate aftermath of the bloody coup d'état staged by Greece and its collaborators in Cyprus in order to achieve Enosis - the union of the island with Greece. It was this invasion and occupation by the Greek-Greek Cypriot camp and the armed campaign between 1963 and 1974 to bring Cyprus under Greek domination that led to the legitimate intervention by Turkey, which was carried out in accordance with its rights and obligations under the 1960 Treaty of Guarantee. The Turkish intervention saved the Turkish Cypriots from total annihilation and prevented the forcible annexation of Cyprus to Greece. The Turkish Cypriot people are grateful to Turkey for the effective security guarantees which are vital for the preservation of peace and stability on the island.

Ever since the legitimate Turkish intervention on 20 July 1974, the Greek Cypriot administration has embarked on a massive propaganda effort in misleading world public opinion on all aspects pertaining to the Cyprus issue. The letter of the Greek Cypriot representative containing a barrage of false accusations against the Turkish Cypriot side in relation to the archaeological sites and churches in Northern Cyprus constitutes an example of such flagrant propaganda effort.

The Government of the Turkish Republic of Northern Cyprus attaches great importance and priority to the protection of the cultural heritage of Northern Cyprus, utilizing its limited resources in the best possible way in this direction. In addition to repairing and restoring the archaeological monuments and sites to their original condition, within budgetary constraints, the authorities of the Turkish Republic of Northern Cyprus have also effectively employed a universally accepted method of preservation through putting these sites into every day use wherever applicable.

Greek Cypriot allegations of looting or desecration have already been refuted by foreign experts and observers who have visited the island on various occasions to study the situation. The Rev. John B. Taylor, a distinguished member of the World Council of Churches, who visited Northern Cyprus in

December 1974 and in February 1975, found no evidence to support any of the Greek Cypriot allegations. Observers such as Jacques Dalibard of UNESCO, the Rev. Lars Carlzen, the Bishop of Stockholm and Senator Ymerus Van Der Werff of the Council of Europe have all visited Northern Cyprus at different times and have made it publicly known that the Turkish Cypriot authorities are indeed doing the utmost in preserving the cultural heritage of Northern Cyprus.

The Greek Cypriot side cannot gloss over this fact or conceal its own responsibility for the carnage, gross discrimination and religious intolerance which swept through Cyprus during 1963-1974. The armed onslaught on the Turkish Cypriot people, which began in December 1963, not only resulted in hundreds of Turkish Cypriots being killed and thousands rendered homeless, but also led to the deliberate destruction of over 100 mosques, shrines and other precious Ottoman and Islamic antiquities all around the island.

It is noteworthy that even religious property of Christian origin did not escape the wave of plundering and looting by the Greek Cypriots during this period. Rina Catselli, a Greek Cypriot writer and politician, in her published memoirs records of the following episode of the Greek-Greek Cypriot coup d'état of July 1974:

> "The Presidential palace was destroyed afterwards to cover up the fact that it had been looted. Works of art were plundered from the Archbishopric by the henchmen of the Greek Junta. My God! Nothing is sacred to these people."

Against this background, we are confident that it will not escape the attention of the world community that the Greek Cypriot side is more and more preoccupied with propaganda stunts rather than acting in a spirit of accommodation and mutual respect, which is a prerequisite for alleviating the crisis of confidence between the two peoples on the island.

I should be grateful if the present letter could be circulated as a document of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Aytuğ PLUMER
Representative
Turkish Republic of Northern Cyprus

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NATIONS

A

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Fifty-first session
Agenda item 140 (a)

ADMINISTRATIVE AND BUDGETARY ASPECTS OF THE FINANCING OF THE UNITED NATIONS PEACEKEEPING OPERATIONS: FINANCING OF THE UNITED NATIONS PEACEKEEPING OPERATIONS

Reform of the procedures for determining reimbursement to Member States for contingent-owned equipment

Note by the Secretary-General*

1. The revised model Contribution Agreement between the United Nations and participating States contributing resources to United Nations peacekeeping operations contained in the annex to the present note has been submitted pursuant to General Assembly resolution 51/218 E of 17 June 1997, in which, inter alia, the Assembly requested the Secretary-General to ensure that the Contribution Agreement[1] fully reflects the reports of the Phase II and III Working Groups of Reimbursement of Contingent-owned Equipment[2] and to issue an appropriate corrigendum to the Agreement.

2. In accordance with the recommendation contained in paragraph 7 of the related report of the Advisory Committee on Administrative and Budgetary Questions[3] and following the advice of the Legal Counsel with regard to the implementation of the new procedures, the Secretary-General proposes that the term "Contribution Agreement" be replaced by the term "Memorandum of Understanding". Accordingly, the model Contribution Agreement as contained in the annex has been revised and is presented in the form of a Memorandum of Understanding between the United Nations and the participating State contributing resources to United Nations peacekeeping operations. The Memorandum of Understanding entails legally binding rights and obligations and,

* Previously issued in a preliminary form under the symbol A/50/995.

once concluded, is legally binding on the parties. The model Memorandum of Understanding incorporates the revisions contained in paragraph 5 of the related report of the Advisory Committee.

Notes

[1] A/50/995, annex.

[2] A/C.5/49/66, annex, and A/C.5/49/70, annex.

[3] A/51/646.

ANNEX

DPKO/CA/[year, 2 digits]/[country, 3 digits]/[serial No., 3 digits]

MODEL MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS AND [PARTICIPATING STATE] CONTRIBUTING RESOURCES TO [THE UNITED NATIONS PEACEKEEPING OPERATION]

Whereas, [the United Nations peacekeeping operation] was established pursuant to the United Nations Security Council resolution _____,

Whereas, at the request of the United Nations, the Government of _____ (hereinafter referred to as the "Government") has agreed to contribute personnel, equipment and services in support of [the United Nations peacekeeping mission] to assist (the United Nations peacekeeping mission) to carry out its mandate,

Whereas, the United Nations and the Government wish to establish the terms and conditions of the contribution,

Now therefore, the United Nations and the Government (hereinafter collectively referred to as the "Parties") agree as follows:

Article 1

Definitions

1. For the purpose of this Memorandum of Understanding, the definitions listed in annex F shall apply.

Article 2

Documents constituting the Memorandum of Understanding

2.1 This document, including all of its annexes, constitutes the entire Memorandum of Understanding (hereinafter referred to as the "Memorandum") between the Parties for the provision of personnel, equipment and services in support of [the United Nations peacekeeping mission].

2.2 Annexes:

Annex A: Personnel

1. Requirements
2. Reimbursement
3. General conditions for personnel

Annex B: Major equipment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for major equipment
3. Verification and control procedures
4. Transportation
5. Mission-related usage factor
6. Loss or damage
7. Special case equipment

Annex C: Self-sustainment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for self-sustainment
3. Verification and control procedures
4. Transportation
5. Mission usage factors
6. Loss and damage

Annex D: Performance standards for major equipment

Annex E: Performance standards for self-sustainment

Annex F: Definitions

Annex G: Guidelines (aide-mémoire) for troop-contributing countries.*

Article 3

Purpose

3. The purpose of this Memorandum is to establish the administrative, logistics and financial terms and conditions to govern the contribution of personnel, equipment and services provided by the Government in support of [the United Nations peacekeeping mission].

Article 4

Application

4. The present Memorandum shall be applied in conjunction with the aide-mémoire for troop-contributing countries which is annexed hereto as annex G.*

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* Annex G is mission specific and is not included in the present document.

Article 5

Contribution of the Government

5.1 The Government shall contribute to [the United Nations peacekeeping mission] the personnel listed at annex A. Any personnel above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.2 The Government shall contribute to [the United Nations peacekeeping mission] the major equipment listed in annex B. The Government shall ensure that the major equipment and related minor equipment meet the performance standards set out in annex D for the duration of the deployment of such equipment to [the United Nations peacekeeping mission]. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3 The Government shall contribute to [the United Nations peacekeeping mission] the minor equipment and consumables related to self-sustainment as listed in annex C. The Government shall ensure that the minor equipment and consumables meet the performance standards set out in annex E for the duration of the deployment of such equipment to [the United Nations peacekeeping mission]. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

Article 6

Reimbursement and support from the United Nations

6.1 The United Nations shall reimburse the Government in respect of the personnel provided under this Memorandum at the rates stated in annex A, article 2.

6.2 The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards set out in annex D or in the event that the equipment listing is reduced.

6.3 The United Nations shall reimburse the Government for the provision of self-sustainment goods and services at the rates and levels stated at annex C. The reimbursement rates for self-sustainment shall be reduced proportionately in the event that the contingent does not meet the required performance standards set out in annex E, or in the event that the level of self-sustainment is reduced.

6.4 The payment of the troop costs, the lease and self-sustainment rates will be calculated from the date of arrival of personnel or equipment in the mission area and will remain in effect until the date the personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 7

General conditions

7. The Parties agree that the contribution of the Government as well as the support from the United Nations shall be governed by the general conditions set out in the relevant annexes.

Article 8

Specific conditions

8.1 Environmental condition factor: _____

8.2 Intensity of operations factor: _____

8.3 Hostile action/forced abandonment factor: _____

8.4 Incremental transportation factor: The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at ... kilometres (... miles). The factor is set at ... per cent of the reimbursement rates.

8.5 The following locations are the agreed originating locations and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment:

Troops:

Port of entry/exit: _____

Equipment:

Originating location: _____

Port of embarkation/disembarkation: _____

Border port of embarkation/disembarkation: _____
(If landlocked or moving by road/rail)

Article 9

Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the personnel or equipment provided by the Government in the performance of services or any other activity or operation under this Memorandum. However, if the loss, damage, death or injury arose from gross

negligence or wilful misconduct of the personnel provided by the Government, the Government will be liable for such claims.

Article 10

Recovery

10. The Government will reimburse the United Nations for loss of or damage to United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this Memorandum, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel provided by the Government.

Article 11

Supplementary arrangements

11. The Parties may conclude written supplementary arrangements to the present Memorandum.

Article 12

Amendments

12. Either of the Parties may initiate a review of the level of contribution subject to reimbursement by the United Nations or to the level of national support to ensure compatibility with the operational requirements of the mission and of the Government. The present Memorandum may only be amended by written agreement of the Government and the United Nations.

Article 13

Settlement of disputes

13.1 [The United Nations peacekeeping operation] shall establish a mechanism within the mission to discuss and resolve amicably by negotiation in a spirit of cooperation differences arising from the application of this Memorandum.

13.2 Disputes that have not been resolved as provided in paragraph 13.1 above shall be referred by the Head of Mission to the United Nations Under-Secretary-General for Peacekeeping Operations. Upon receipt of such notice, the Under-Secretary-General shall institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute.

13.3 Disputes that have not been resolved as provided in paragraph 13.2 above may be submitted to a mutually agreed conciliator or mediator appointed by the

President of the International Court of Justice, failing which the dispute may be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within thirty days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedures for the arbitration shall be fixed by the arbitrators, and each Party shall bear its own expenses. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 14

Entry into force

14. The present Memorandum shall become effective on [date]. The financial obligations of the United Nations with respect to reimbursement of personnel, major equipment and self-sustainment rates start from the date of arrival of personnel or serviceable equipment in the mission area, and will remain in effect until the date personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 15

Termination

15. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the United Nations and the Government of _____ have signed this Memorandum.

Signed in New York, on _____ in two originals in the English language.

For the United Nations

_____
[name and function]

For the Government of _____

_____
[name and function]

Annex A

PERSONNEL

1. Requirements

(Example)

1. The Government agrees to provide the following personnel:

Unit/subunit	Number	Capability
Mission HQ staff		Staff officers (skills to be specified)
Contingent HQ		National command and control
Infantry battalion		HQ company, one light infantry company, one reconnaissance company
Engineer squadron		Force level, vertical and horizontal construction
Helicopter squadron		Utility lift with aircrew and maintenance staff
Transport platoon		Force level and troop-carrying capability
Logistics group		Integral personnel, transport, supply maintenance, medical unit(s) and financial support to the contingent
Military police platoon		Integral security and investigation support
Military information Support team		Media, liaison and translation services
Total		

2. Reimbursement

2. The Government will be reimbursed as follows:

(a) Troop costs at the rate of $988 per month per contingent member;

(b) Clothing allowance at the rate of $65 a month per contingent member;

(c) Personal training ammunition at the rate of $5 a month per contingent member;

(d) An allowance for specialists at the rate of $291 per month equivalent to 10 per cent of the personnel of an infantry unit, or 25 per cent of personnel in other units such as HQ, logistics, medical, communication units, etc.

3. The contingent personnel will receive directly from the peacekeeping mission a daily allowance of $1.28, plus a recreational leave allowance of $10.50 per day for up to seven days of leave taken during each six-month period.

3. General conditions for personnel

4. The Government shall ensure that the personnel it provides meet the standards established by the United Nations for service with [the United Nations peacekeeping mission], inter alia, with respect to rank, experience, physical fitness, specialization and knowledge of languages. The personnel shall be trained in the use of the equipment with which the contingent is provided and shall comply with whatever policies and procedures may be laid down by the United Nations regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlement.

5. During the period of their assignment to [the United Nations peacekeeping mission], the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

6. The United Nations shall convey to the Government all pertinent information relating to the provision of the personnel, including matters of liability for loss or damage to United Nations property and compensation claims in respect of death, injury or illness attributable to United Nations service and/or loss of personal property.

7. Any personnel above the strength authorized in this Memorandum is a national responsibility, and not subject to reimbursement or support by the United Nations. Such personnel may be deployed to the [the United Nations peacekeeping mission], with the prior approval of the United Nations, if it is assessed by the troop-contributing country and the United Nations to be needed for national purposes, for example to operate the communications equipment for a national rear link. This personnel shall be part of the contingent, and as such enjoy the legal status of members of the [the United Nations peacekeeping mission]. The troop-contributing country will not, however, receive any reimbursement in respect of this personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel, nor will the United Nations provide such personnel with support or services.

8. Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this Memorandum as appropriate.

9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated to military members of formed bodies of troops for the purpose of this Memorandum.

10. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the aide-mémoire for troop-contributing countries in annex G.

Annex B

MAJOR EQUIPMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Method of reimbursement: wet/dry lease

Environmental condition factor: _____

Intensity of operation factor: _____

Hostile action/forced abandonment factor: _____ (applicable to half of maintenance rate)

Incremental transportation factor: _____

Categories of equipment	Quantity	Rate (as per A/C.5/49/70)	Total monthly reimbursement (including factors)

2. General conditions for major equipment

1. The major equipment provided under this Memorandum shall remain the property of the Government.

2. Major equipment deployed for short periods for specific tasks shall not form part of this Memorandum, or it shall be negotiated and agreed upon separately in supplementary arrangements to this Memorandum.

3. To meet serviceability standards, contingents have the option to maintain an overstock of up to 10 per cent of the agreed authorized quantities and to have this overstock deployed and redeployed with the contingent. The United Nations will assume the costs of deployment and redeployment of the overstock, but the troop-contributing country will not receive wet or dry lease reimbursement for any overstocks.

4. Costs associated with preparing authorized equipment to additional standards defined by the United Nations for deployment to a mission under the wet or dry lease arrangements (such as painting, United Nations marking, winterizing) are the responsibility of the United Nations. Similarly, costs for returning authorized equipment to national stocks at the conclusion of a mission (such as repainting to national colours) are also the responsibility of the United Nations. Costs will be assessed and reimbursed on presentation of a claim based on the authorized equipment list contained in this Memorandum. Costs of repair are not reimbursable when the equipment is provided under a wet lease as this factor is included in the leasing rate.

3. Verification and control procedures

5. The main purpose of verification and control procedures is to verify that the terms and conditions of the bilateral agreement have been met, and to take corrective action when required. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of the United Nations peacekeeping operation and is provided in accordance with annex D of this Memorandum.

6. The Head of Mission is therefore authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

7. A principle of reasonability is to govern the verification process. An assessment will be made of whether the Government and the United Nations have taken all reasonable measures to meet the spirit of the Memorandum, if not the full substance, and have also taken into account the importance of the subject and length of period when the agreement has not been fulfilled. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its military function

at no additional costs to the United Nations or the Government, other than those provided for in this Memorandum.

8. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the parties, given the degree of non-fulfilment of the agreement, may seek to renegotiate the scope of the contribution.

9. The verification process for major equipment consists of three types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. The major equipment will be inspected by duly designated representatives of the United Nations to ensure that categories and groups as well as the number delivered correspond to this Memorandum. In the case of dry lease, the equipment will be inspected to determine whether its condition is within established standards. The Government may request a United Nations team to advise or consult on matters pertaining to major equipment, or may request a pre-arrival inspection to be conducted at the port of embarkation;

(b) Operational inspection. The operational inspections, carried out by duly designated representatives of the United Nations will be implemented according to operational requirements during the stay of units in the mission area. The major equipment will be inspected to ensure that categories and groups as well as the number delivered still correspond with this Memorandum and is used appropriately. The inspection will also determine if the operational serviceability is in accordance with the specifications mentioned under performance standards listed in annex E;

(c) Repatriation inspection. The repatriation inspection is carried out by duly designated representatives of the United Nations when the contingent or a component thereof leaves the Mission to ensure that all major equipment provided by the Government, and only that, is repatriated, and to verify the condition of equipment provided under the dry lease concept.

4. Transportation

10. The United Nations, in consultation with the Government, will make arrangements for and meet the costs related to deployment and redeployment of contingent-owned equipment from and to an agreed port of embarkation/ disembarkation and the mission area, including appropriate arrangement and redeployment of contingent-owned equipment will be made either directly or, if transport is to be provided by the Government, under letter of assist procedures. For landlocked countries or countries where equipment is moved by road or rail to and from the mission area, the port of embarkation/ disembarkation will be an agreed border-crossing point.

11. The transportation costs for spare parts and consumables for major equipment are covered under the wet lease system. The reimbursement rate consists of a general increment and a distance related increment of the maintenance costs. The distance related increment constitutes 0.25 per cent of the estimates maintenance rate for each completed 800 kilometres (or 500 miles), beyond the first 800 kilometres (or 500 miles) distance along consignment route between the port of embarkation in the troop-contributing country and the port of entry in the mission area.

12. No separate reimbursement for transportation of spare parts is provided for beyond that covered under the wet lease procedures.

13. Costs related with the rotation of equipment to meet national operational or maintenance requirements will remain ineligible for reimbursement by the United Nations.

14. The United Nations is responsible for the costs of inland transportation of major equipment between an agreed originating location and the port of embarkation/disembarkation. The United Nations may make transport arrangements to and from the originating base; however, the Government will be responsible for costs for other than major equipment. Reimbursement of the costs of any arrangements made by the troop-contributing country for major equipment will be subject to the presentation of validated claims. Reimbursement for transportation costs of inland transportation does not extend to equipment other than major equipment.

15. In the event of the troop-contributing country deploying more equipment than authorized in this Memorandum, the extra costs will be borne by the troop-contributing country.

5. Mission usage factors

16. The mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for major equipment.

6. Loss or damage

17. When deciding reimbursement for loss and damage a distinction between no-fault incidents and hostile action/forced abandonment has to be made.

(a) No-fault incidents. In case of no-fault incidents, the troop-contributing country is reimbursed on the basis of a no-fault incident factor, included in the dry or wet lease rates.

(b) Hostile action/forced abandonment. In cases of loss or damage resulting from a single hostile action or forced abandonment, the troop-contributing country will assume liability for each and every item of equipment when the collective generic fair market value is below the threshold value of $250,000.

18. In cases of loss or damage resulting from a single hostile action or forced abandonment, the United Nations will assume liability for each and every item of equipment when the collective generic fair market value equals or exceeds the threshold value of $250,000.

19. Where equipment is provided under wet lease arrangement, the method of calculation for damage is the reasonable cost of repair. Equipment that has suffered damage is to be considered a total loss when the cost of repair exceeds 75 per cent of the generic fair market value.

20. The United Nations has no responsibility for reimbursement where loss and damage is due to wilful misconduct or negligence by members of the troop-contributing country as determined by a board of inquiry convened by the Head of Mission.

21. Liability for loss or damage during transportation, until arrival in the mission area, will be assumed by the Party making the arrangements.

7. Special case equipment

22. Reimbursement rates for "special case" equipment will be subject to separate negotiation between the troop-contributing country and the United Nations.

23. Loss of or damage to "special case" equipment resulting from hostile action or forced abandonment shall be covered by separate arrangements between the United Nations and the troop-contributing country.

Annex C

SELF-SUSTAINMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Applicable mission factors stated in article 8

Environmental condition factor

Intensity of operation factor

Hostile action/forced abandonment factor:

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
Catering	25.25		
Communications HF/UHF-FM HF Telephone	 45.50 15.25 13.00		
Office	21.25		
Electrical	25.00		
Minor engineering	14.00		
Explosive ordnance/disposal	6.50		
Laundry and cleaning	21.25		
Tentage	20.00		
Accommodation	36.00		
Medical Basic First line Limited second line Blood and blood products Dental	 2.00 18.25 55.75 13.00 10.00		
Observation General Night observation Positioning	 1.00 23.25 5.00		
Identification	1.00		

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
NBC protection	24.25		
Field defence stores	30.25		
Miscellaneous general stores Bedding Furniture Welfare	 14.00 22.00 5.00		
Unique equipment	Special case		

2. General conditions for self-sustainment equipment and consumables

1. The minor equipment and consumables provided under this Memorandum shall remain the property of the Government.

3. Verification and control procedures

2. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of [the United Nations peacekeeping operation] and is provided in accordance with annex C of this Memorandum.

3. Thus the Head of Mission is authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

4. A principle of reasonability is to govern the verification process. It is to be assessed if the Government and the United Nations has taken all reasonable measures to meet the spirit of the agreement, if not the full substance. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its (military) function at no additional costs to the United Nations or the Government, other than those provided for in this Memorandum.

5. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the Parties, given the degree of non-fulfilment of the Memorandum, may seek to renegotiate the scope of the

contribution. Neither the Government nor the United Nations should be penalized when non-performance results from the operational situation in the mission area.

6. The verification process for personnel-related minor equipment and consumables constitutes two types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. A person authorized by the Government must explain and demonstrate the agreed self-sustainment capability. In the same way the United Nations must give an account of the services provided by the United Nations as stipulated in this Memorandum.

(b) Operational inspection. The operational inspections will be implemented according to operational requirements during the stay of units in the mission area. Areas where the contingent has self-sustainment responsibilities may be inspected with a view to an assessment of whether the sustainment capability is sufficient and satisfactory.

4. Transportation

7. Costs related to the transportation of minor equipment and consumables provided under the self-sustainment system are reimbursed by a 2 per cent transportation increment to rates listed in annex C and no further reimbursement is applicable.

5. Mission-related usage factors

8. Mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for self-sustainment.

6. Loss or damage

9. The reimbursement rates for usage of personnel-related minor equipment and consumables include a fixed percentage, varying between 0.1 and 1 per cent of the reimbursement rates, to cover loss or damage arising from "no-fault" incidents.

10. For the purpose of covering loss or damage due to hostile action or forced abandonment, the reimbursement rates for usage of personnel-related minor equipment and consumables will include a mission specific percentage at the rate indicated in article 8 of this Memorandum as determined by the technical survey team at the beginning of the mission. A troop-contributing country cannot file claims against the United Nations for loss or damage to spare parts and minor equipment.

Annex D

PERFORMANCE STANDARDS FOR MAJOR EQUIPMENT

1. The present annex contains verifiable standards by which both dry and wet lease rates are applied and subsequently paid. The standards and associated definitions are designed to clarify the requirement for major equipment as listed in annex B. They are designed to be generic in nature to fit the widest range of equipment.

Principles

2. Equipment arriving in theatre must be in a serviceable condition for immediate use in its primary role. Any requirement to assemble the equipment owing to shipping constraints will be completed as part of the deployment process. This will include the addition of petrol, oil and lubricants removed for the purpose of transportation.

3. All associated minor equipment, checklist or load list items, required for use with the equipment in the performance of its role, will accompany the equipment or be in clearly identifiable cargo for inclusion with the equipment on arrival in theatre.

Communications equipment

4. The provision of communications equipment for dry/wet lease reimbursement will be applied to communications units providing services on a force level, that is, above battalion or unit level. The service must be available to all units as designated by the mission headquarters and should be included in the Memorandum, which must include the technical specifications to be used.

5. The equipment must be sufficient to provide the basic communications network desired by the mission. A back-up capability will be retained in theatre to ensure uninterrupted service. The back-up equipment will deploy and redeploy with the contingent.

6. When higher level communication capabilities are required by non-communication units and not reimbursable under the self-sustainment rate for communications (e.g., INMARSATs), the equipment must be authorized under the Memorandum and is reimbursable as major equipment in the same manner as for a communications unit.

Electrical

7. The equipment is for the provision of main source generating power for base camps, company or larger dispersed locations, or specialist units requiring large power sources greater than 20 KVA (e.g., medical facilities, maintenance workshops). It is to include all associated minor equipment consumables and wiring harnesses, and cabling to connect end users. Lighting fixtures, accommodation circuits, and wiring are reimbursable under the "electrical" self-sustainment rate as per annex C.

8. Base camp main generators will have a back-up capability running in parallel. The combination of the output of the two generators is used to determine the rate. In this case, an uninterrupted "around-the-clock" capability is required for all base camp main generators. Related wiring and cabling, circuit panels and transformers are to be repaired or replaced within two hours. Single generators (i.e., not running in parallel) will operate with a maximum of three hours of servicing, refuelling or repair within a 24-hour period.

Engineering

9. The rates will be paid for major equipment used in engineer tasks in support of contingents or the force. The contingent and its capability must be authorized under the Memorandum.

10. Engineer equipment will be maintained to standards ensuring task performance within prescribed time-frames. The equipment must also be serviceable to meet the monthly usage rates while employed on assigned tasks.

Medical and dental

11. To be eligible for reimbursement of medical and dental rates, the major equipment applies to specifically designed second and third line units as authorized in the Memorandum. Therefore the equipment stipulated in the Memorandum is applicable to the provision of force level medical support for treatment including, surgical, dental, pharmacy, blood processing, X-ray and laboratory capability.

12. The contingents must have sufficient equipment to provide diagnostic services, basis and advanced lifesaving and ambulatory care casualties in the mission area. Intermediate level and above patient care must be provided. Equipment must be provided and maintained in a sterile and operational condition to permit the unit to provide uninterrupted medical support and evacuation.

Observation equipment

13. Observation equipment will be maintained at a minimum 80 per cent of serviceability, including calibration of equipment. However, under the wet lease, 100 per cent serviceability must be maintained at all observation posts to ensure "around-the-clock" operability and sufficient stocks must be held to make probable that defective equipment can be replaced before it is sent for repair.

14. Under a dry lease arrangement, the United Nations is responsible to provide sufficient spare parts and the equipment to maintain the same level of serviceability at the observation posts.

Accommodation

15. Semi-rigid structures are soft-sided, hard frame facilities that can be moved (i.e., dismantled and shipped). Rigid structures are hard walled or

prefabricated metal facilities that may be attached to local utilities/services, but can be easily disconnected, dismantled and moved.

16. Containers are mobile shelters used for a specific service/purpose. There are three basic types of containers: truck mounted; trailer mounted; and sea containers. Truck mounted containers can be dismounted and operated separate from the vehicle. Trailer mounted containers need not be dismounted, but are not reimbursed as a trailer in the vehicle category. Sea containers must be maintained to international standards (i.e., certified for shipping) in order to be eligible for reimbursement.

17. If a container is used as part of the support provided under a self-sustainment rate (e.g., dental, catering) its use is not reimbursable as major equipment.

18. Accommodation rates include all minor equipment and consumables associated with the primary function of the facility.

Aircraft

19. Owing to their special nature, the general conditions for aircraft shall be agreed upon separately via letters of assist.

Armaments

20. Crew served weapons must be operationally serviceable at a 90 per cent rate. Serviceability includes sighting and calibration of the weapons and periodic test firing as permitted in the mission area. Ammunition for test firing is a consumable and is included in the wet lease maintenance rate, therefore not reimbursable separately. Operational ammunition spent on the authority of the Force Commander will be reported in the commander's reports at the conclusion of individual operations and be reimbursed. When the weapons are provided through the United Nations, sufficient United Nations stocks will be maintained in theatre to maintain the serviceability standard.

21. The troop-contributing country is responsible to deploy ammunition with an expected useful life in excess of the anticipated mission length. Should a contingent remain in the mission area for an extended period of time, and ammunition stocks deteriorate to such an extent that they are no longer usable, the United Nations will reimburse the troop-contributing country for such ammunition based on the Force Commander's monthly report of ammunition usage. Contingent-owned operational stocks will be redeployed upon completion of the contingent's mission.

Naval vessels

22. Owing to their special nature, the general conditions for vessels shall be agreed upon separately via letters of assist.

Vehicles

23. Commercial pattern vehicles are defined as those vehicles that are readily available from a commercial source. Military pattern vehicles are specifically designed and fabricated according to precise military specifications and built to satisfy particular military mission applications. In cases where the original vehicle is of a commercial pattern and significant (i.e., major component redesign and installation) changes are made, the vehicle may be considered as "military pattern" for reimbursement purposes under contingent-owned equipment.

24. The reimbursement authorized in the Memorandum must include all minor equipment, checklist items (jacks, driver's tools, spare tyre, etc.) and consumables (less fuel) associated with the vehicle.

25. Wet lease. Under the conditions of a wet lease, when the total number of operationally serviceable (i.e., available for use) vehicles is less than 90 per cent of the quantity authorized in the Memorandum for that vehicle subcategory, the reimbursement payment for that subcategory will be reduced appropriately.

26. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. A contingent can hold limited operational stocks designed as immediate replacement for vehicles lost or damaged beyond in-theatre repair capability. The excess stock is not eligible for monthly reimbursement.

27. Dry lease. Under the conditions of a dry lease, the vehicle must be in working condition for immediate use upon arrival in the mission area. The United Nations is required to maintain operational serviceability at a minimum rate of 90 per cent of the agreed quantity in a vehicle subcategory. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. Serviceability below 90 per cent will require downward adjustments to contingent tasks/missions without a corresponding reduction to other reimbursements adversely affected by the reduced activity rates. The United Nations is responsible for returning the vehicle to the contributor in the same level of operational serviceability, with all minor equipment and checklist items, as when provided.

28. The maintenance costs for dry lease vehicles should not exceed the associated maintenance rate under a wet lease. When this situation occurs, an initial assessment will determine if the cost overrun is attributable to environmental or operational factors. If this is not the case, the United Nations may reduce the dry lease reimbursement rate accordingly.

29. Weapons systems. Weapons systems on all vehicles are to be serviced to ensure the capability to perform the mission is maintained. On combat vehicles, operational serviceability is required for the main weapon and its associated fire control system. If either the weapon itself or the fire control system is inoperable, then the vehicle is considered not serviceable and not eligible for reimbursement.

30. Painting. To be considered serviceable for United Nations operations, all vehicles must be painted white with appropriate United Nations markings. If this painting is not completed before deployment, reimbursement may be withheld until the standard is reached unless specifically authorized by United Nations Headquarters.

Annex E

PERFORMANCE STANDARDS FOR SELF-SUSTAINMENT

1. The present annex contains verifiable standards by which the agreed self-sustainment level is applied and subsequently paid. The standards, and associated definitions, are designed to clarify the requirement for personnel-related minor equipment and consumables to fulfil the self-sustainment level listed in annex C. They are designed to be generic in nature to fit the widest range of equipment.

Catering

2. To receive the catering self-sustainment reimbursement rate, the contingent must be able to feed its troops with cold and hot meals in a clean and healthy environment. The contingent must:

(a) Provide kitchen facilities and equipment, including supplies, consumables, dishes and cutlery for their subunits (company positions, observation posts and troop camps);

(b) Provide cold and dry food storage for all kitchen facilities for a minimum duration of one week;

(c) Provide all kitchen facilities with hot dish washing capabilities;

(d) Ensure that all kitchen facilities have hygienic equipment that maintain a clean and healthy environment.

3. Food, water, and petrol, oil and lubricants are not included in the reimbursement rates as they are normally provided by the United Nations. When the United Nations is unable to provide those items, an additional reimbursement will be negotiated.

4. Should a contingent provide catering services to another contingent, the rate will be payable for the number of personnel served.

Communications

5. To receive the communications self-sustainment reimbursement rate the contingent must be able to control itself effectively and efficiently throughout its assigned area of operations with adequate radio and telephone equipment. The standards for each of the three subcategories are as follows:

(a) VHF/UHF-FM:

(i) Maintain one command and control net down to subunit (section/squad) level;

(ii) Maintain one administration net; and

(iii) Maintain one dismounted patrol and security net or other primary non-vehicle mounted net.

(b) HF:

(i) Maintain the ability to communicate with tactical and logistical air support; or

(ii) Maintain the ability for high-frequency long-range communications; and

(iii) Maintain a backup command and control net using non-vehicular mounted HF communications equipment.

(c) Telephone:

Maintain telephonic connections within the area of operation between the contingent and its immediate subunits.

Office

6. To receive the office self-sustainment reimbursement rate the contingent must provide:

(a) Office furniture, equipment and supplies for all headquarters staff; and

(b) An electronic data-processing capability, including necessary software, to run all internal headquarters.

7. The rate will be payable for the number of personnel using office equipment.

Electrical

8. To receive the electrical self-sustainment reimbursement rate the contingent must provide decentralized electrical power from generators. The decentralized power must:

(a) Ensure stable power supply to small subunits such as observation posts and small troop camps; and

(b) Provide redundant emergency back-up when the main power supply, provided through larger generators, is interrupted.

9. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.

10. This self-sustainment rate includes all necessary electrical harnesses, wiring, circuitry and lighting sets. The contingent is responsible for maintaining and servicing its electrical system, including all equipment, repair parts and supplies. When the United Nations provides this service to an

equivalent standard, the contingent does not receive reimbursement for this category.

Minor engineering

11. To receive the minor engineering self-sustainment reimbursement rate the contingent must be able, within its accommodation areas:

(a) To undertake non-field defensive minor construction;

(b) To handle minor electrical repair and replacement;

(c) To undertake repairs to plumbing and water systems;

(d) To conduct minor maintenance and other light repair work; and

(e) To provide all related workshop equipment, construction tools and supplies.

Explosive ordnance disposal (EOD)

12. To receive the EOD self-sustainment reimbursement rate, the contingent must have the capability for EOD to secure the unit's accommodation areas. The contingent must have the ability:

(a) To locate and evaluate unexploded ordnance;

(b) To dismantle or destroy isolated ordnance that is considered a threat to the contingent's safety;

(c) To provide all related minor equipment, personal protective clothing and supplies.

13. Disposal of significant quantities of ordnance, for example mine fields, will be handled by engineering units provided by the United Nations.

Laundry and cleaning

14. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

(a) Provide laundry and cleaning facilities for all contingent personnel;

(b) Ensure all laundry and cleaning facilities have hygienic equipment that maintain a clean and healthy environment; and

(c) Provide all related equipment, maintenance and supplies.

15. When a contingent is geographically dispersed and the United Nations is only able to provide laundry and cleaning to a portion of the contingent, the troop-contributing country will receive the laundry and cleaning self-sustainment rate for those personnel not serviced by the United Nations.

Tentage

16. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability:

(a) To house personnel in tented accommodations; and

(b) To provide temporary offices/workspace in tentage.

17. Contingents will originally receive full tentage reimbursement for up to six months if not accommodated by the United Nations. When the United Nations notifies the troop-contributing country prior to the contingent deploying that this capability is not required, the troop-contributing country will not receive reimbursement for this category.

18. In case the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a contingent after six months in tents, the troop-contributing country will be entitled to receive reimbursement at both the tentage and accommodation self-sustainment rates provided that a mandate exists for the continuation of the operation for one year or more. This combined rate will continue until personnel are housed to the standard specified under the accommodation rate.

Accommodation

19. To receive the accommodation self-sustainment reimbursement rate the contingent must:

(a) Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating/air-conditioning, lighting, flooring, sanitation and running water. The rate is based on a standard of 9 square metres per person;

(b) Provide heaters and/or air-conditioners for the accommodation as required by the area's climatic conditions.

20. When the United Nations provides accommodation to an equivalent standard, the contingent does not receive reimbursement for this category.

21. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Medical

22. To receive the medical self-sustainment rate the contingent has to provide medical and/or dental services for all personnel in the contingent. Should a contingent receive medical services from another contingent, the self-sustainment rates will be paid to the contingent providing the services. The standards for each of the five categories are as follows:

(a) Basic:

Provide individual level first aid and hygiene supplies (e.g., band-aids, aspirin and tape);

(b) First line:

(i) Provide a specialist combat medic who will provide resuscitation, stabilization and triage of seriously injured personnel;

(ii) Provide casualty collection and evacuation to second line;

(iii) Handle routine sick calls and the management of minor sick and injured; and

(iv) Implement disease, non-battle injury and stress preventive measures;

(c) Limited second line:

(i) Provide advanced specialist medical care to stabilize seriously injured personnel for transport to a second or third line medical facility;

(ii) Conduct emergency minor surgical/medical procedures (e.g., suturing, splinting and casting);

(iii) Perform basic diagnostic tests (e.g., cultures and infectious disease identification);

(iv) Have the capability to evaluate, observe or isolate patients for 48 hours;

(v) Maintain a sterilization capability;

(vi) Maintain a limited pharmaceutical capability (e.g., intravenous fluids, analgesics and sera); and

(vii) Perform definitive treatment against a wide variety of naturally occurring diseases;

(d) Dental:

(i) Provide specialized dental care to maintain the dental health of contingent personnel;

(ii) Provide basic or emergency dental procedures;

(iii) Maintain a sterilization capability;

(iv) Conduct minor prophylactic procedures; and

(v) Provide oral hygiene education to contingent personnel;

(e) Blood and blood products:

(i) Maintain a sufficient supply of fresh blood and blood products;

(ii) Provide climate-controlled storage to prevent the deterioration or contamination of blood and blood products;

(iii) Have the ability to administer blood and blood products in a sterile environment using hygienic procedures to prevent contamination; and

(iv) Perform blood testing and typing.

23. The contingent must provide all related minor equipment, tools and supplies.

24. Second and third line medical and dental coverage is provided by the United Nations. When the United Nations is unable to provide, arrangements will be handled either through the medical reimbursement category of major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Observation

25. To receive the observation self-sustainment rate the contingent must be able to carry out observations throughout their area of operation. The standards for each of the three subcategories are as follows:

(a) General observation:

Provide hand-held binoculars for general observation use;

(b) Night observation:

(i) Provide the capability for passive or active infra-red, thermal or image intensification night-time line-of-sight visual observation;

(ii) Have the capability to detect, identify and categorize persons or items within a range of 1,000 metres or more; and

(iii) Have the ability to conduct night-time patrols and intercept missions;

(c) Positioning:

Have the capability to determine the exact geographical location of a person or item within the area of operations through the combined use of global positioning systems and laser range finders.

26. The contingent must provide all related equipment, maintenance and supplies.

Identification

27. To receive the identification self-sustainment rate the contingent must be able:

(a) To conduct surveillance operations with photographic equipment, such as video tape and single lens reflex cameras;

(b) To process and edit the obtained visual information;

(c) To provide all related equipment, maintenance and supplies.

Nuclear biological and chemical (NBC) protection

28. To receive the NBC protection self-sustainment rate the contingent must be able to operate fully protected in any NBC threat environment. This includes the ability:

(a) To detect and identify NBC agents with appropriate detection equipment;

(b) To conduct decontamination operations for all personnel and personal equipment in a NBC threat environment;

(c) To provide all personnel with the necessary NBC protection clothing and equipment (e.g., protective mask, coveralls, gloves, personal decontamination kits, injectors); and

(d) To provide all related equipment, maintenance and supplies.

Field defence stores

29. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

(a) Secure own base camps with adequate field defence facilities (e.g., barbed wire fences, sandbags and other field defence obstacles);

(b) Establish early warning and detection (passive or active) systems to protect the unit's premises;

(c) Prepare self-defence fortification works (e.g., small shelters, trenches and observation posts) not tasked to specialized engineering units; and

(d) Provide all related equipment, maintenance and supplies.

Miscellaneous general stores

30. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores, a contingent must provide:

(a) Bedding. Bed linen, blankets, mattress covers, pillows, and towels. Sleeping bags may be an acceptable substitute for bed linen and blankets. Sufficient quantities must be provided to allow for rotation and cleaning;

(b) Furniture. For each person a bed, mattress, night stand, table light and locker;

(c) Welfare. Recreational equipment such as video cassette recorders (VCRs), televisions, stereos, sports and fitness equipment, games and reading library.

31. The contingent must provide all related equipment, maintenance and supplies.

Unique equipment

32. Any special minor equipment or consumables not covered in the above self-sustainment rates will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Annex F

DEFINITIONS

1. Consumables, means supplies of a general nature, consumed on a routine basis. Consumables include combat supplies, general and technical stores, defence stores, ammunition and other basic commodities in support of major equipment as well as in support of minor equipment and personnel.

2. Contingent, means all formed units personnel and equipment of the troop-contributing country deployed to the mission area of [the United Nations peacekeeping operation] under this Memorandum.

3. Contingent-owned equipment, means major equipment, and minor equipment and consumables deployed, and operated by the troop-contributing country's contingent in the performance of peacekeeping operations.

4. Dry lease, means a contingent-owned equipment reimbursement system where the troop-contributing country provides equipment to [the United Nations peacekeeping operation] and the United Nations assumes responsibility for maintaining the equipment. The troop-contributing country is reimbursed for the non-availability of its military resources for its national interests of deployed major and associated minor equipment.

5. Environmental conditions factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment to take into account the increased costs borne by the troop-contributing country for extreme mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop-contributing country. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

6. Force Commander, means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.

7. Forced abandonment, means actions resulting from a decision approved by the Force Commander or his authorized representative that results in the loss of custody and control of equipment and supplies.

8. Generic fair market value, means an equipment valuation for reimbursement purposes. It is computed as the average initial purchase price plus any major capital improvements, adjusted for inflation and discounted for any prior usage, or the replacement value, whichever is less. The generic fair market value includes all issue items associated with the equipment in the performance of its operational role.

9. Government, means the Government of the participating State.

10. Head of Mission, means the Special Representative appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

11. Hostile action, means an incident from the action(s) of one or more belligerents, which has a direct and significant negative impact on the personnel and/or equipment of a troop-contributing country. Different activities may be characterized as a single hostile action when these activities can be related to each other on common ground.

12. Hostile action/forced abandonment factor, means a factor applied to each category of self-sustainment rates and to the spares element or (half) of the estimated maintenance rate of the wet lease rate to compensate the troop-contributing country for loss and damage. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

13. Incremental transportation, means a factor to cover the incremental costs of transportation of spare parts and consumables under the wet lease system in increments of 0.25 per cent of the leasing rate for each complete 800 kilometres (500 miles) distance, beyond the first 800 kilometres (500 miles), along consignment route between the port of embarkation in the home country and the port of entry in the mission area.

14. Intensified operational condition factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment rates to compensate the troop-contributing country for increased costs resulting from the scope of the task assigned, the length of logistics chains, non-availability of commercial repair and support facilities, and other operational hazards and conditions. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

15. Loss or damage, means a total or partial elimination of equipment and/or supplies resulting from:

(a) A no-fault incident;

(b) The actions of one or more belligerents;

(c) A decision approved by the Force Commander.

16. Maintenance rate, means the reimbursement rate to compensate the Government for maintenance costs comprising spare parts, contracted repair and third and fourth line maintenance that is required to keep major equipment items operational to the specified standards, and return the item to operational condition upon return from the mission area. The costs of personnel involved in first and second line maintenance is excluded from the rate, as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the "wet lease" rate.

17. Major equipment, means major end items directly related to the unit mission as agreed by the United Nations and the troop-contributing country. Major equipment is accounted for either by category or individually. Separate reimbursement rates apply for each category of item of major equipment. These rates include reimbursement for minor equipment and consumables in support of the item of major equipment.

18. Minor equipment, means equipment in support of contingents, such as catering, accommodation, non-specialist communication and engineering, and other mission-related activities. Specific accounting of minor equipment is not required. Minor equipment is divided into two categories: items designed to support major equipment; and items that directly or indirectly support personnel. For personnel-related minor equipment average rates of reimbursement for self-sustainment apply.

19. No-fault incident, means an incident resulting from an accidental occurrence or negligent conduct, but not including acts attributable to wilful misconduct or gross negligence, on the part of an operator/custodian of equipment.

20. Operational ammunition, means ammunition (including aircraft self-defence systems such as chaff or infra-red flares) that the United Nations and the troop-contributing country agree to deploy to the mission area so that it is readily available for use in the event of need. Ammunition expended for training at direction of the Force Commander, in anticipation of an operational requirement, will be considered operational ammunition.

21. Self-sufficiency, means a logistics support concept for troop contingents in a peacekeeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.

22. Wet lease, means a contingent-owned reimbursement system where the troop-contributing country provides and assumes responsibility for maintaining and supporting deployed major items of equipment, together with the associated minor equipment. The troop-contributing country is entitled to reimbursement for providing this support.

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ADOPTION OF THE AGENDA AND ORGANIZATION OF WORK

ELECTION OF JUDGES OF THE INTERNATIONAL TRIBUNAL FOR THE PROSECUTION OF PERSONS RESPONSIBLE FOR SERIOUS VIOLATIONS OF INTERNATIONAL HUMANITARIAN LAW COMMITTED IN THE TERRITORY OF THE FORMER YUGOSLAVIA SINCE 1991

Note by the Secretary-General

In order to enable the General Assembly to consider the Secretary-General's recommendation in his identical letters dated 30 July 1997 addressed to the President of the General Assembly and the President of the Security Council (A/51/958-S/1997/605), it will be necessary to reopen consideration of agenda item 166.

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Fifty-first session
Agenda item 58
QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-second year

Letter dated 27 August 1997 from the Permanent Representative of Cyprus to the United Nations addressed to the Secretary-General

Upon instructions from my Government, I have the honour to draw your attention to new violations of the airspace of the Republic of Cyprus and of the flight information region of Nicosia by military aircraft of the Turkish Air Force, recorded on 22 August 1997. On that day, a C-130 Turkish military [illegible] at 0950 hours entered the Nicosia flight information region from a north-easterly direction, then violated the national airspace of the Republic of Cyprus, flying over Apostle Andreas Cape, and exited at 1148 hours in a south-easterly direction.

As stated in my previous letters, such unauthorized intrusions into the Nicosia flight information region and the airspace of the Republic are in violation of international air traffic rules and seriously endanger civil aviation flights over Cyprus. At the same time, they are in contravention of the provisions of the Security Council resolutions on Cyprus which state that such overflights increase political tension on the island and undermine efforts towards achieving a final settlement.

On behalf of the Government of the Republic of Cyprus, I wish to strongly protest against the new violations of the sovereignty and territorial integrity of the Republic of Cyprus, which are in complete disregard of international law, the Charter of the United Nations and the relevant decisions of the Organization on the question of Cyprus.

97-22802 (E) 290897

I should be grateful if you would have the present letter circulated as a document of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Nicos AGATHOCLEOUS
Ambassador
Permanent Representative of
the Republic of Cyprus to the
United Nations

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Agenda item 58
QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-second year

Letter dated 29 August 1997 from the Permanent Representative of Turkey to the United Nations addressed to the Secretary-General

I have the honour to transmit herewith a letter dated 29 August 1997, addressed to you by His Excellency Mr. Aytuğ Plümer, Representative of the Turkish Republic of Northern Cyprus.

I should be grateful if the text of the present letter could be circulated as a document of the fifty-first session of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Huseyin E. ÇELEM
Ambassador
Permanent Representative

/...

97-22893 (E) 020997

ANNEX

Letter dated 29 August 1997 from Mr. Aytuğ Plümer addressed to the Secretary-General

I have the honour to refer to the letter dated 21 August 1997 addressed to you by the Permanent Representative of Greece to the United Nations (A/51/964-S/1997/656).

The letter in question merely repeats the unfounded allegations contained in an earlier letter addressed to you by the Greek Cypriot representative at the United Nations (A/51/962-S/1997/645) of 14 August 1997). These renewed allegations, as part of the ongoing campaign of defamation and misinformation against the Turkish Cypriot side, do not merit a new detailed reply, as they have already been emphatically refuted in our letter of 25 August 1997 addressed to you (A/51/966-S/1997/666). It would suffice to say that the Turkish Republic of Northern Cyprus takes pride in its continuous efforts to protect the cultural heritage of Northern Cyprus, utilizing its limited resources in the most effective way in maintaining and restoring all sites and monuments, irrespective of their historical and religious origins. This is in stark contrast to the anachronistic policies of the Greek Cypriot administration and of Greece, where the Turkish Muslim community in western Thrace continues to be subjected to persecution and discrimination by the Greek authorities, and Turkish monuments are deliberately destroyed.

It is hypocritical that the Permanent Representative of Greece to the United Nations should level false accusations against the Turkish Republic of Northern Cyprus on the subject of protection of cultural heritage, when it is a well-known fact that Greece itself is engaged in a policy of forcible assimilation of the Turkish minority in western Thrace, coupled with systematic pillaging and obliteration of Turkish monuments. Almost all of the Ottoman Turkish monuments, shrines and relics have either been wilfully destroyed, desecrated or left to disintegrate. The basic rights of the Turkish Muslim community, including the freedoms of worship and education, which are guaranteed under international treaties, continue to be denied and violated by the Greek authorities. They are denied even the basic right to elect their own religious leaders. Religious officials from Turkey are barred from entry to western Thrace, even for the duration of the holy month of Ramadan. We note with profound indignation that such a policy of systematic discrimination, suppression and persecution of the Turkish community in western Thrace can be perpetrated openly and unabatedly by Greece, a State member of the European Union, in defiance of international agreements and all norms of justice. As the Turkish Cypriot side, we cannot help but remind all concerned of the deplorable conditions in which the Turks of Greece have found themselves today.

Greece cannot escape responsibility for these actions by making false complaints against the Turkish Republic of Northern Cyprus and by trying to project a distorted image of the current situation on the island.

I should be grateful if you would have the present letter circulated as a document of the General Assembly, under agenda item 58, and of the Security Council.

(Signed) Aytuğ PLUMER
Representative
Turkish Republic of Northern Cyprus